



Artistic Swimming Australia
Insurance Handbook
2022/2023 National Insurance Program



Gallagher

Insurance | Risk Management | Consulting

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Gallagher is one of Australia’s – and the world’s – largest insurance broking and risk management companies.
 We’re the broker of choice for more than 100,000 Australian businesses –
 from micro-SMEs through to multinational corporations and iconic brands.

With 30+ regional and metropolitan branches across Australia, we understand local business communities
 because we’re part of them ourselves.

Globally, the Gallagher network of 950+ offices in over 45 countries, enables us to leverage relationships
 with international insurance partners to create programs that achieve claims outcomes
 beyond the scope of many smaller brokers.

For more information on the services we offer, please read our [financial service guide](#)
 which is available from our website www.ajg.com.au.



Insurance | Risk Management | Consulting

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Attention: Artistic Swimming Australia Members, Participants and Officials

Gallagher has been working in close partnership with the Australian sports industry for over thirty years, developing insurance and risk protection programs that identify and address the risks associated with sport. We are extremely delighted to work in partnership with both Artistic Swimming Australia and all affiliated bodies to provide a program designed to improve all aspects of a member's physical, legal and financial safety.

We have pleasure in enclosing details of the 2022/2023 Insurance Program for Artistic Swimming Australia, which is extended to all affiliated associations and their members.

The insurance program provides the following cover:

- Public and Products Liability with Professional Indemnity Insurance
- Sports Injury Rehabilitation (Personal Accident) Insurance
- Association Liability Insurance

Associations, clubs and their members can also pay additional premiums for the below Gallagher programs:

- Sports property insurance (Buildings / Club / Team equipment)
- Individual Team Sports Travel Insurance
- Life and Income Protection Insurance

The benefits provided by the program are not comprehensive and we would encourage all participants to take out Private Health, Life and Income Protection Insurance according to their own individual circumstances.

To maximise our service to all Affiliated Associations, Clubs and Members, we have a specialised sports team with a dedicated Team Leader, an Account Executive, an Internal Account Executive, a Claims Manager and a in-house Claims Specialist.

If you have any queries in regard to this insurance program or require assistance with any other insurance or risk management matters please give us a call. We look forward to providing exceptional service to the Artistic Swimming community.

Yours sincerely,

Gallagher Sport

SECTION 1 – INSURANCE PROGRAM

Sports Public & Products Liability including Professional Indemnity Insurance

Who is covered?	Artistic Swimming Australia including all affiliated associations including all members, participants, coaches, umpires, officials, first aid personnel, administrators and voluntary workers.
Period of Insurance	From 4pm 30/06/2022 to 4pm 30/06/2023 local time
Policy Wording	Combined Liability Policy Wording 07.21
Insurer/Security	Sportscover Australia Pty Ltd.
Insured Activities	<p>Principally but not limited to Whole of Sport Insurance Program including administration and the development, promotion, organisation and conducting of Artistic Swimming activities such as competitions, tournaments, training, coaching courses, promotional events and/or clinics, including, but not limited to:</p> <ul style="list-style-type: none"> • Playing or promoting club, school and representative games, competitions and performances • Participating in training or practice sessions, or official functions arranged by the insured • Travelling to or from club and representative games, competitions or performances, training or practice sessions, meetings or official functions arranged by the insured • Engaged in activities connected with the sport whilst staying away from home during a tour for the purpose of participating • Whilst an Insured Person is engaged in voluntary work / committee meetings authorised by and under the control of the Insured. • Sale of merchandise • Public liability as an owner/occupier of the premises, in respect to sanctioned events only
Deductible	\$nil each and every claim
Geographical Limits	<p>Worldwide Excluding USA & Canada</p> <p>The USA/Canada Jurisdiction Exclusion does not apply to Artistic Swimming Australia (staff/athletes) whilst on tour representing Australia in these countries.</p>
Scope of Cover	Your legal liability to third parties, happening during the Period of Insurance, as a result of an occurrence that is connected with your Insured Activities.

Limit of indemnity	
Public Liability – Any One Occurrence	\$20,000,000
Products Liability – Any One Period of Insurance	\$20,000,000
Professional Indemnity – Any One Period of Insurance	\$1,000,000
Property in Physical or Legal Control of the Insured – Any One Occurrence and in the aggregate	\$100,000

Sports Injury – Group Personal Accident Insurance

Insured Persons	All registered members, participants, instructors, umpires, judges, non-playing officials, coaches, learn to play, voluntary workers, office bearers & medical officers of Artistic Swimming Australia Limited and their affiliated bodies.
Period of Insurance	From 4pm 30/06/2022 to 4pm 30/06/2023 local time
Policy Wording	Player Accident Wording 10.21.
Insurer/Security	Sportscover Australia Pty Ltd.
When is cover provided?	Cover limited to injury whilst an insured person is:- <ul style="list-style-type: none"> • Playing in official matches under the auspices of The Insured • Engaged in organised training or practice for the Sport. • Travelling directly to or from or between activities described above and the the Insured Persons normal place of residence or place of employment. • Staying away from the Insured Persons home including overseas travel during a tour for the purpose of participating in representative matches and/or any other games duly authorised by The Insured. • Actually engaged in administrative or organised social activities of The Insured..
Injury Definition	Injury means bodily injury which: <ul style="list-style-type: none"> • Is sustained by an Insured Person during the Scope of Cover • Is sustained by an Insured Person during the Period of Insurance • Is caused by an Accident • results within 12 calendar months of the Accident
Age Limit	No age limit to apply
Geographical Limits	Worldwide

Sums insured

The cover outlined is a broad summary only - please refer to the policy wording for details of the terms and conditions, including exclusions.

4.1 Capital Benefits

4.1 The percentage of this amount which is Payable for each of Events 1 to 14 is set out in the policy \$50,000.

4.2 Medical Benefits

4.2.1 Medical Benefits

The percentage of the Medical Expenses covered under this section is 85%

4.2.2 Physiotherapy Benefits

The percentage of physiotherapy expenses covered under this Section is

- Visits 1 to 5, 95% of the fee charged less rebates from other sources
- Visits 6 to 10, 80% of the fee charged less rebates from other sources
- All other visits, 75% of the fee charged less rebates from other sources

The Excess payable for each claim under Section 4.2 is \$50

The maximum amount payable per claim under Section 4.2 is \$1,500

4.3 Weekly Benefits

4.3.1 Loss of Income

The amount payable is the lesser of 100% Net Income Lost or \$250 Per Week

4.3.2 Student Allowance \$200 Per Week

4.3.3 Domestic Home Help \$200 Per Week

The Excess Period under Section 4.3 is 7 Days

The Max Benefit Period under Section 4.3 is 52 Weeks

4.4 Other Benefits

4.4.1 Injury Assistance & Parents Inconvenience Benefit \$1,500

4.4.2 Rehabilitation Benefit - Gym Membership \$500

Rehabilitation Benefit - Tuition \$3,000

4.4.3 Bed Care Benefit \$300 per week. Max 52 weeks

4.4.4 Dependant Childrens Allowance \$500

4.4.5 Home Renovation Benefit \$10,000

4.4.6 Funeral Expenses Benefit \$5,000

4.4.7 In Memoriam Benefit \$1,000

4.4.8 Kidnapping Benefit \$5,000

4.4.9 Membership Benefit \$500

Management Liability Insurance – Artistic Swimming Australia

Name of Insured	Synchronised Swimming NSW Inc. Sydney Emeralds Synchronised Swimming Club Inc. Artistic Swimming Queensland Inc. Aqualina Synchronised Swimming Club Inc. GCMSSC Inc. The Neptunes Synchronized Swimming Club Inc. Victorian Synchronized Swimming Inc. Golden Fish Synchronized Swimming Club Inc. Synchronized Swimming WA Inc. West Coast Splash Synchronised Swimming Club Inc. SupaNova Synchronised Swimming Club Inc. Eastern Sirens Synchronized Swimming Club Inc. PLC Synchro Nunawading Ivanhoe Girls Grammar Northern Beach Sapphires Moreton Bay Dolphins Synchronised Swimming Club Canberra Cascades Katanning Aquatic Sports Inc.;	
Period of insurance	From 4pm 30/06/2022 to 4pm 30/06/2023 local time	
Policy wording	Combined Liability Policy Wording 07.21	
Insurer	Sportscover Australia Pty Ltd	
Limit of Liability	\$10,000,000 – Any one claim, worldwide excluding USA/Canada and in the aggregate during the insurance period	
Sub Limits	Directors and Officers	\$10,000,000
	Offices Bearers	\$10,000,000
	Trustee Liability	\$10,000,000
	Taxation Audit	\$50,000
	Crime/Fidelity	\$500,000
	Employment Practices	\$250,000
	Statutory Liability	\$500,000
	Appearance at Official Investigations	Included
	Heirs and Estates	Included
	Auto Reinstatement of Indemnity Limit	Included
	Discovery Period	Included
	Outside Directorship Cover	Included
	New and Former Subsidiary	Included
	Occupational Health and Safety	Included
	Public Relations Cover	\$100,000
	Pollution	Included for Sudden and Unexpected
	Continuous Cover	Included
Deductible	Standard	\$1,000
	Crime/Fidelity	NIL
	Employment Practices	\$10,000

SECTION 2 – CLAIMS PROCEDURES

General information

The following basic rules will assist in the smooth and speedy settlement of all athletes claims:

- Notify claim to the appropriate person/party as soon as possible.
- At no stage should liability be admitted.
- All summons/writs concerning insurance must be sent to Arthur J. Gallagher & Co (Aus) Limited.
- When a criminal act is involved or suspected, the police must be notified.
- Receive insurer's authorisation prior to repairing/replacing damaged property or equipment, except in instances where there is potential for further loss or damage, whereupon immediate action should be taken.

More detailed instructions relative to specific types of claims are provided on the following pages for:

- Public Liability and Professional Indemnity
- Association Liability (Directors & Officers)
- Sports Injury (Personal Accident)

Sports injury (personal accident) claims

To make a claim for injury, you will need to take the following steps within 30 days of the injury occurring:

Step 1:

Obtain a claim form from Gallagher by calling **1800 931 129** or download by visiting **sport.ajg.com.au/make-a-claim**.

Step 2:

Arrange for your doctor to complete the 'Medical Statement' section of the claim form.

Step 3:

Return the completed claim form to Gallagher via:

Email: **sport@ajg.com.au** or by post to:

Gallagher Sporting Claims,
PO Box 302
BEENLEIGH, QLD 4207

IMPORTANT: Please refer to policy wording for full terms and conditions and exclusions.

Public liability claims – incident reporting procedure

1. Incident Reporting

In the event of any incident which may give rise to a claim, the affiliated club/owner/operator is required to immediately inform the state and/or national official of the ASA and Robert Dickinson of Gallagher on **1800 931 129** or sport@ajg.com.au.

The most important points to be borne in mind upon the happening of an incident likely to involve a claim are:

- full details of the circumstances should be obtained on the spot by completing an Accident &/or Incident Report form;
- the names and addresses of all witnesses (preferably independent) should be noted and statements obtained;
- no admission of liability or promise of payment should be made to any injured party or for any property damage;
- All legal requests must be immediately advised to Gallagher.

2. Intimated/Actual Potentially Serious Claims

Where a letter is received intimating a claim against the Insured, whether from a player, spectator, any third party, or from lawyers or proceedings are served, prompt action is vital. Artistic Swimming Australia and Gallagher must be immediately advised, where possible, the same day as the letter or the service of the proceedings are received.

3. Documents to be sent to must include

- Completed Accident &/or Incident Report form.
- Copy of the letter of complaint.
- Writ/Court documents.
- Comments from the person who carried out any treatment at the scene and the club management comments.

4. Do not

- Admit liability nor offer any payment.
- Appoint solicitors without consent of Gallagher.
- Disclose policy terms unless legally required to do so.

It is a requirement to advise of all incidents / circumstances, which might give rise to a claim against you. It is important that Insurers are notified of potential claims at the earliest opportunity so that a response can be agreed.

Association liability (directors and officers) claims

Any circumstance giving rise to a Directors & Officers/Association liability claim is to be notified to Robert Dickinson of Gallagher on **1800 931 129** or sport@ajg.com.au immediately.

It is a condition of your policy that you do not admit liability. This must be left to the insurance underwriter and their legal representatives to conclude.

Any writ, summons, letters of demand, etc, must be forwarded to Gallagher immediately.

You must assist the underwriter with their investigations and co-operate with any potential recovery actions.

SECTION 3 – OTHER MATTERS

Certificates of insurance

A Certificate of Insurance can be obtained via the Gallagher Artistic Swimming Australia sports website <https://sport.ajg.com.au/artistic-swimming-australia/>

The average clause (under insurance)

Many policies contain a co-insurance (or average) provision whereby you may be required to bear a rateable proportion of the loss in the event that the sum insured is less than the value of the insured property at the commencement of the insurance. Sums insured should be such as to ensure you are not penalised by this provision.

Hold harmless agreements

You will prejudice your rights of a claim if, without prior agreement from your insurer, you make any agreement that may prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, in maintenance or supply contracts (e.g. from burglar alarm or fire protection installers), building or repair contracts and sales agreements. If you are in doubt consult us.

This notification requirement applies to all Property insurances and also to Public Liability insurance. It has a special connotation in Products Liability where you must not without the insurer's agreement, indemnify or hold a supplier harmless.

Insuring the interest of other parties

If you require the interest of any additional parties to be covered you MUST request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is properly noted on the policy.

Utmost good faith

Insurance contracts are subject to the doctrine of Utmost good faith and this is part of the law. Both parties must strictly adhere to utmost Good Faith and if you fail to do so, you may prejudice any claim.

Notice regarding this manual

The following points should be borne in mind at all times:

1. This manual provides a summary of cover only and does not replace, take precedence or form part of the insurance contracts arranged by us on your behalf. The insurance contracts, which are held by Artistic Swimming Australia, provide details of the insurance terms, conditions and exclusions.
2. This manual is not intended to be a complete or exact guide to terms, conditions, warranties and exclusions of your insurance contracts. These can only be determined by studying the policy documents. This manual is intended to give you a broad working knowledge of the covers in place.
3. This manual is not to be construed as legal evidence of insurance.

It is essential that you comply with all relevant laws, by-laws and regulations. You must take all due and reasonable precautions to prevent or mitigate losses, acting as though you were uninsured. **Failure to do so may prejudice your rights and entitlements under your various insurance policies.** Please do not hesitate to contact us should any assistance be required.



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Arthur J. Gallagher & Co (Aus) Limited. Operates under AFSL No. 238312. Any advice provided in this document does not consider your objectives, financial situation or needs. You should consider if the insurance is suitable for you and read the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) before buying the insurance. If you purchase this insurance, we may charge you a fee for our service to you. Ask us for more details before we provide you with any services on this product. PDS available on request. Our FSG is available on our website, www.ajg.com.au. Arthur J. Gallagher & Co (Aus) Limited. ABN 34 005 543 920, Level 12, 80 Pacific Highway, North Sydney, NSW 2060. REF3265-0922-V1.1